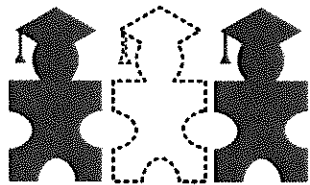


# Collaboration Agreement

Between

Beaverton SD 48j

And



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EQUAL  
OPPORTUNITY  
SCHOOLS

**COLLABORATION AGREEMENT**  
**Beaverton SD 48j and Equal Opportunity Schools**



**1. PARTIES**

This Collaboration Agreement (this “Agreement”), effective as of July 1st, 2020 (the “Effective Date”), is by and between Equal Opportunity Schools, a Washington non-profit corporation, with an address at 5601 6<sup>th</sup> Ave S #258, Seattle, WA 98108 (“EOS”), and Beaverton SD 48j, with an address at 16550 SW Merlo Road, Beaverton, OR, 97003 (the “District”). EOS and the District may be referred together collectively herein as the “Collaborators”.

**2. COLLABORATION PURPOSE AND OBJECTIVES**

The mission of EOS is to ensure that students of color and low-income students have equitable access to America’s most academically intense high school programs and succeed at the highest levels. We focus on challenging high school courses, with a focus on Advanced Placement (“AP”) and International Baccalaureate (“IB”) courses (sometimes referred to as “college-ready courses”), because the academic intensity of the high school curriculum is the biggest driver of college completion. We help school leaders identify and enroll historically underrepresented students of color and low-income students who can succeed in Advanced Placement or International Baccalaureate courses (“AP/IB”) but are not yet enrolled in AP/IB for systemic reasons related to race or socioeconomic factors.

The District has demonstrated its commitment to improving the quality of educational opportunity and achievement for students in its previously submitted application.

Building on the District’s progress and experience and EOS’ expertise in establishing equity in AP/IB, EOS and the District jointly commit to the study on behalf of the District, as outlined below, for the improvement of instruction with these objectives (the “Collaboration Objectives”):

- a. **Fully close race and income participation gaps and/or increase participation rates in AP/IB by fall 2021**, as measured by equally high AP/IB participation rates for students of all races and income levels.
- b. **Support students’ successful AP/IB performance**, as measured by AP/IB grades, exam-taking rates and exam passing.
- c. **Cultivate positive experiences of belonging and support in AP/IB** for historically underrepresented students of color and low-income students through improved District systems and structures, contributing to sustained results in future years and further increases in college readiness and closure of opportunity and achievement gaps.

The purpose of this Agreement is to formalize and facilitate the collaboration between the parties and to pursue these objectives on behalf of the District as set forth in this Agreement, with key implementation to occur during the 2020-2021 school year(s) (the “Collaboration”). The Collaborators agree to the Collaboration Overview, set forth in Exhibit A, which provides a generalized framework of the Collaboration, and which the parties may agree to update from time-to-time upon prior written agreement.

**3. COSTS & PAYMENTS**

- a. The District shall pay EOS as follows:

**COLLABORATION AGREEMENT**  
**Beaverton SD 48j and Equal Opportunity Schools**



<b><u>Action for Equity Partner Schools and Program</u></b>	<b>School Year</b>	<b>EOS Subsidy /school</b>	<b>Grant /school</b>	<b>District cost /school</b>
<b>Access Opportunity \$27,000/school/year</b>				
Southridge HS Sunset HS Mountainside HS Westview HS Beaverton HS	2020-2021	\$13,000	\$7,000	\$7,000
<b>Total Due to Equal Opportunity Schools for School Year 2020-2021</b>				<b>\$35,000</b>

- b. EOS will invoice Districts starting the weeks of August 15 and January 15 of each school year of the Collaboration. Each invoice will be for 50% of the total due in the specified school year. The District shall promptly pay such invoiced costs in accordance with the instructions on the applicable invoice.
  - c. **TRAVEL COSTS:** EOS will bill the District for the portion of travel costs attributable to the Collaboration. The frequency of EOS visits to the District is detailed in Exhibit A. EOS travels cost-consciously (at or below federal standards), and the cost of one EOS trip is often spread across multiple districts within a region.
  - d. **QUESTIONS REGARDING COSTS:** EOS' Senior Director of Finance and Administration, Sandy Zook (sandy@eoschools.org), will coordinate all accounting matters and expense reimbursements.
  - e. Except as otherwise expressly set forth in this Agreement, each party will bear its own costs and expenses, including costs for staff time and technology maintenance, in connection with the activities to be performed under this Agreement.
- 4. EACH PARTY'S OBLIGATIONS.** Each of the Collaborators has identified the following conditions, which must be met by the other Collaborator in order for this Collaboration to be meaningful and productive.
- a. The District requires:
    1. On-going, candid communication and feedback loops that provide early opportunities to make adjustments where needed.
    2. High-quality EOS staff who effectively assist schools to achieve Collaboration Objectives.
    3. Integrating services into current District practices such that the Collaboration serves to optimize existing structures and processes.
    4. EOS help in building internal capacity and sustainability among the District office administrators, as well as school leaders and staff to continue such District personnel's improvement efforts beyond the timeframe of the Collaboration.
  - b. EOS requires:
    1. Commitment from the District's Superintendent and other key District leaders (i.e. Assistant Superintendents and Directors) to provide full executive and implementation support to this Collaboration, including but not limited to: leadership, advocacy, support and accountability for the schools to meet the Objectives, and provision of necessary financial resources.
    2. Full and willing participation from all participating school sites in analyzing data and engaging the school staff in finding and enrolling historically underrepresented students of color and low-income students and supporting students' successful AP/IB performance.

**COLLABORATION AGREEMENT**  
**Beaverton SD 48j and Equal Opportunity Schools**



3. Participation as needed by the District's data liaison for joint inquiry and analysis.
4. The District's willing participation in joint research and evaluation efforts for the Collaboration for the duration of this Agreement, including, but not limited to, maintaining a subscription to or authorizing EOS access to the District's National Student Clearinghouse data, which provides each school's college completion information to the District.

**5. WARRANTY DISCLAIMER; LIMITATION OF LIABILITY.** EOS DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND AND HEREBY SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

IN NO EVENT SHALL EOS BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY AND ALL DAMAGES FOR INTERRUPTION, OR LOSS OF INFORMATION OR DATA, WHETHER ARISING IN CONTRACT OR IN TORT, WHETHER DIRECT, IMMEDIATE, FORESEEABLE, DISCLOSED OR NOT DISCLOSED, ARISING FROM EOS' PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT. IN NO EVENT WILL EOS BE LIABLE TO DISTRICT FOR ANY AMOUNT BEYOND THE AMOUNT DISTRICT HAS PAID EOS UNDER THIS AGREEMENT.

**6. CONFIDENTIALITY OBLIGATIONS.** The Collaborators shall comply with all federal, state, local and other applicable law, rules and regulations, including, without limitation, FERPA (defined in Exhibit B) (collectively, "Applicable Laws"). EOS shall comply with the Confidentiality Obligations outlined in Exhibit B with regard to confidential student and parent information. Each Collaborator shall be responsible for compliance with all Applicable Laws and confidentiality obligations with respect to information in its possession and data provided by the other Collaborator. Details on handling of Confidential Information are set forth in Exhibit B.

**7. DATA SHARING FOR ONGOING STUDY & INSTRUCTIONAL IMPROVEMENT**

- a. For a period commencing on the Effective Date and lasting through the 2026-27 academic school year, the District will, on a regular basis (if requested), provide EOS with data files (current and historic) containing the information contained in Exhibit C for all students who are in any high school listed in the Costs & Payments section of this and any other active Agreement between the Collaborators (the "Data Sets"). The specific record and file formats of the Data Sets shall be as set forth in Exhibit C or as otherwise negotiated in good faith between the representatives of each party. The obligations set forth in this paragraph and in Exhibit C will survive the termination of this Agreement and remain binding upon the parties. Subject to applicable law, including FERPA, content of the Data Sets may also include other specified education records mutually agreed upon by the parties to be necessary and appropriate for the objectives of this Agreement and for the purpose of studies to be conducted under this Agreement.
- b. EOS shall use the Data Sets received from the District only to meet the purposes of the Collaboration as described in this Agreement.
- c. EOS may publish de-identified, aggregated data. In each instance, EOS shall take appropriate steps not to disclose any personally identifiable information. For example, EOS may produce reports for the District and other school districts participating in similar programs to review based on aggregated data that has been sufficiently de-identified through removing or suppressing identifiable information in order to minimize the risk of re-identification through combination with other information linked to a specific individual.

**COLLABORATION AGREEMENT**  
**Beaverton SD 48j and Equal Opportunity Schools**



- d. EOS may also share certain information, including personally identifiable information, with third party service providers and partners in order to fulfill its obligations under this Agreement.
  - e. With appropriate consent, EOS may share certain Confidential Information with a partner for educational purposes, such as a professor at a US university conducting research and subject to such professor being bound by confidentiality obligations to EOS no less strict than those set forth herein.
  - f. From time to time, EOS and the District may mutually agree in writing to enter into a collaboration with a third party. Such collaboration may involve the sharing of the Data Sets, or a subset thereof, with such third party. EOS and the District may attach to this Agreement an Exhibit setting forth the name of the third party, a description of the collaboration, each party's respective role in the collaboration, and any other terms and conditions related to the third-party collaboration.
- 8. INSURANCE.** During the Term of this Agreement, EOS shall maintain insurance according to the District's contracting regulations, as shown in Exhibit D.
- 9. TERM; TERMINATION.**
- a. **Term.** The Term of this Agreement shall be from the Effective Date and continue until June 30, 2021 or until the Agreement is terminated as set forth below (the "**Term**").
  - b. **Termination.** This Agreement may be terminated at any time by either party upon sixty (60) days' prior written notice to the other party.
  - c. **Effects of Termination.** Upon termination of this Agreement by a party, District shall have no further obligation to provide data described hereunder to EOS or any third party, and EOS shall have no further obligation to provide studies, reports, analysis and other materials to District or any third party under this Agreement. However, the parties agree that EOS shall have the right to retain any data shared with EOS pursuant to this Agreement and use such data solely in accordance with the terms of this Agreement.
  - d. **Survival.** In addition to those provisions which, by their express terms, survive the expiration or termination of this Agreement, the following provisions shall survive any such expiration or termination: Sections 4, 5, 7, 8, 9(d) and 10 through 15, inclusive.
- 10. ENTIRE AGREEMENT.** This Agreement (and its Exhibits) constitute the entire agreement between the parties regarding the subject matter hereof and supersede all previous or contemporaneous agreements, negotiations and commitments (written or oral) between the parties related to the subject matter hereof.
- 11. NO PARTNERSHIP OR JOINT VENTURE.** Nothing herein contained shall constitute a partnership between or joint venture by the parties hereto or constitute any party the agent of the others. No party shall hold itself out contrary to the terms of this Section 11 and no party shall become liable by any representation, act or omission of the other contrary to the provisions hereof. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not.
- 12. MODIFICATIONS; NO WAIVER.** No term of this Agreement may be amended or modified except upon written agreement of the parties. Failure by a party to insist upon strict compliance with any term of this Agreement in any one or more instances will not be deemed to be a waiver of its rights to insist

**COLLABORATION AGREEMENT**  
**Beaverton SD 48j and Equal Opportunity Schools**



upon such strict compliance with respect to any subsequent failure. No waiver shall be effective unless in writing and signed by the party waiving compliance.

- 13. SEVERABILITY; ENFORCEABILITY.** If any provision of this Agreement shall be deemed prohibited, unenforceable, or invalid, such provision shall be ineffective to the extent of such prohibition, unenforceability, or invalidity without invalidating or affecting the remaining provisions of this Agreement. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- 14. GOVERNING LAW; JURISDICTION.** This Agreement shall be construed in accordance with the laws of the State of Washington, without regard to its conflicts-of-laws principles. The parties expressly consent to the exclusive jurisdiction and venue of the State of Washington; any claims, actions or other matters respecting this Agreement shall be brought only in the federal or state courts of the State of Washington.
- 15. NOTICES.** All notices required under this Agreement shall be deemed to be properly served if set forth in writing and (1) physically delivered in person or by overnight courier delivery, (2) sent by first class registered or certified mail, postage prepaid and return receipt requested, or (3) transmitted by email followed with overnight courier delivery, to the addresses below, or to any other addresses which the parties designate in writing for such purpose. Notices sent in this manner shall be effective upon actual receipt, except for notices sent by registered mail, which shall be effective five (5) business days after the postmark.
- If to EOS:** Attention: Autumn Robinson  
Address: 5601 6<sup>th</sup> Ave S #258, Seattle, WA 98108  
Email address: autumn@eoschools.org
- If to District:** Attention:  
Address:  
Email address:
- 16. COUNTERPARTS.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signature pages delivered by email as PDF files or other electronic signatures hereto shall be considered originals for purposes of this Agreement.

[Signature Page Follows]

**COLLABORATION AGREEMENT**  
**Beaverton SD 48j and Equal Opportunity Schools**



**SIGNATURES**

The signatures below, by the authorized representative of each party to this Collaboration Agreement, signify the parties' agreement and commitment to the terms and conditions of the Collaboration Agreement.

Beaverton SD 48j

*Danny Hansmann*  
 Signature

Danny Hansmann  
 Name

Dept. Sup of T&L  
 Title

1/15/21  
 Date

For Equal Opportunity Schools

*Byron V. Garret*  
 Signature

BYRON V. GARRET  
 Name

CEO  
 Title

12/3/2020  
 Date

School District Accounts Payable Contact Information

_____	_____	_____
Full Name	Email	Phone
_____	_____	_____
Street Address	City, State	Zip Code
Purchase Order required for invoicing? (circle one)	Yes	No

District Data Personnel Contact Information

_____	_____	_____
Full Name	Email	Phone

**COLLABORATION AGREEMENT**  
**Beaverton SD 48j and Equal Opportunity Schools**



**Exhibit A**

**COLLABORATION OVERVIEW**

Listed below is the structure for accessing the expertise of EOS personnel, tools, and data to support the District’s unique needs as it works to meet and/or sustain the Collaboration Objectives. This Collaboration Overview provides a generalized framework of the Collaboration but does not delineate every aspect of the Collaboration that the Collaborators are mutually responsible for implementing.

The Collaborators agree to the following schedule and responsibilities, and will meet to set specific dates and task ownership, following the Effective Date of this Agreement.

**Action for Equity Phase 1: Access Opportunity**

The Access Opportunity partnership is the first stage of the Equal Opportunity Schools Action for Equity model. By increasing participation rates in AP/IB classes in its incoming partner schools, EOS’ value transforms school cultures and teacher mindsets, ultimately increasing graduation and scholarship rates. EOS provides schools and districts with data, coaching and action to ensure students of color and low-income students are fully included in your most rigorous courses.

During the course of the Access Opportunity partnership, EOS will visit with the District and school sites 6-8 times. In addition to the in-person visits, EOS will provide periodic webinars and conference calls regarding the activities below.

	<b>GOAL</b>	<b>ACTIVITIES/RESPONSIBILITIES</b>
<b>SUMMER</b>	<b>SET THE STAGE AND BEGIN PRE- WORK</b>	<ul style="list-style-type: none"> <li>▪ Leadership Orientation</li> <li>▪ Survey &amp; Partnership Plan Review</li> <li>▪ Formation of Equity Team(s)</li> </ul>
<b>FALL</b>	<b>STUDY &amp; DETERMINE CAUSES OF AP/IB COURSE PARTICIPATION GAPS</b>	<ul style="list-style-type: none"> <li>▪ School-site Launch(s) &amp; District Goal Setting</li> <li>▪ Fall Data Submission</li> <li>▪ Survey Students &amp; Staff</li> <li>▪ Policies &amp; Practices Analysis</li> </ul>



**COLLABORATION AGREEMENT**  
**Beaverton SD 48j and Equal Opportunity Schools**



<b>WINTER</b>	<b>SET CUSTOM STRATEGY FOR CLOSING AP/IB COURSE PARTICIPATION GAPS</b>	<ul style="list-style-type: none"> <li>▪ Presentation of Equity Pathways Report</li> <li>▪ Outreach Planning</li> <li>▪ Trusted Adult Training</li> <li>▪ Outreach Plan Activities</li> <li>▪ Presentation of Support &amp; Belonging Report</li> </ul>
<b>SPRING</b>	<b>SUPPORT DISTRICT IMPLEMENTATION OF STRATEGY</b>	<ul style="list-style-type: none"> <li>▪ Outreach Plan Activities (continued, as needed)</li> <li>▪ Course Enrollment Data Submissions</li> <li>▪ Support Planning</li> <li>▪ AP Teacher Workshop</li> <li>▪ Outreach Check-in</li> <li>▪ End-of-year Data Submission</li> <li>▪ Year 2 Planning</li> </ul>

**EOS SUPPORT**

EOS' responsibilities will be performed by a team of EOS staff assigned to the district. Partnership Directors and Partnership Managers are responsible for managing client relationships and EOS deliverables, as well as providing project management, strategic planning (regarding the Collaboration), and coaching support to principals and District leadership. The Partnership Director or Manager assigned to the District will serve as a dedicated, strategic thought partner and project manager throughout implementation, and will monitor and track progress during and in-between in-person visits over the course of the year. Additional EOS staff supporting the District may include Regional or Managing Partnership Directors, Data Management Specialists, and Customer Support Specialists.

**District Partnership Director and Manager**

- School/district leadership/coaching experience
- Experience with AP/IB gaps-closed schools/strategies and access to a national portfolio of best practices
- 2-business day response time, and available for phone/email/webinar check-ins as requested

**Other Key Sources of Expertise Provided by EOS:**

- An internal EOS community of practice provides that each Partnership Director and Manager is accessing for their clients' benefit the learnings and best practices among the EOS portfolio of ~630 school & ~210 district partnerships in various contexts around the country.
- EOS teams of analysts serve as experts for EOS tools and analytics capabilities, effectiveness and learning, and the EOS Portal, a large scale, custom-built EOS database that facilitates efficient and on-demand delivery of EOS tools.
- Supervising Partnership Directors is a Senior Leadership Team with many years of education, non-profit, and organizational leadership experience.

**COLLABORATION AGREEMENT**  
**Beaverton SD 48j and Equal Opportunity Schools**



**EXHIBIT B**

**Confidentiality Obligations**

**Definition**

For purposes of this Agreement, the term “Confidential Information” shall mean any and all personally identifiable student information from District education records provided by District to EOS, in any medium during the Term of this Agreement. Confidential Information shall include, without limitation, the personally identifiable information of students, parents, guardians and staff that the District shares with EOS under this Agreement.

**Acknowledgment of Applicable Law**

The Collaborators acknowledge that provision by the District of Confidential Information is subject to the Family Educational Rights and Privacy Act of 1974 (FERPA) and the implementing regulations found in 34 CFR Part 99 (“FERPA”), and may also be subject to state law student confidentiality provisions. The Collaborators shall comply with all Applicable Law.

**EOS Permitted Usage of Confidential Information**

Except in limited instances when EOS obtains the express written consent of the District or individual participant/parent, as may be required, EOS shall use Confidential Information solely for the purposes set forth in this Agreement.

**Restrictions upon EOS’ Disclosure of Confidential Information**

The only EOS personnel who will have access to Confidential Information will be those EOS employees, contractors and agents who (a) are performing services contemplated by this Agreement and (b) have agreed to be bound by EOS’ non-disclosure agreement. Except as permitted by FERPA, EOS and its designated employees, contractors and other agents with access to Confidential Information shall not disclose any of the District’s Confidential Information to any third party.

**Maintenance of Confidentiality**

EOS shall exercise reasonable care in safeguarding the Confidential Information against loss, theft, or other inadvertent disclosure or access and shall take reasonable steps necessary to establish safeguards that are consistent with applicable federal, state, and local law and District regulations and policies relating to security for personally identifiable and other sensitive information, including but not limited to FERPA-protected information. Publication of any information compiled by EOS under this Agreement (other than to the District or its personnel in accordance with this Agreement) shall be in a manner that is designed not to permit identification, directly or indirectly, of individual students or parents.

All users of the Portal must agree to the EOS Acceptable Use Policy, as may be amended, which includes, requirements such as, an obligation not to share account or passwords with anyone, not to use the Portal for illegal activity, not to access data or any account owned by another and to notify EOS immediately if the user identifies a problem with the Portal. EOS also has the right to deny access to any user who may pose a security risk to the Portal or the data contained on the Portal.

**COLLABORATION AGREEMENT**  
**Beaverton SD 48j and Equal Opportunity Schools**



The District shall send all Confidential Information via the Portal, unless otherwise agreed to by the parties or expressly permitted by EOS in writing. Unless otherwise agreed upon by the parties in advance, the District should not email or use any other medium to send Confidential Information. In certain instances, EOS may accept limited information via another approved mechanism.

**Destruction of Confidential Information**

EOS agrees to destroy all personally identifiable student and parent information obtained from District education records after such information is no longer needed for any purpose for which studies were conducted under the terms of this Agreement.

**COLLABORATION AGREEMENT**  
**Beaverton SD 48j and Equal Opportunity Schools**



**EXHIBIT C**

**Data to be Shared for the Purpose of Ongoing Study and Instructional Improvement**

EOS will use student-level data on behalf of the school/district to study and evaluate its programs and services. The data will only be used to meet the purposes of the study for the school/district. Requested data may include the following and should be provided as appropriate in written reports, data files, or spreadsheets. Data should be provided by race and socioeconomic segments (as determined by eligibility for the National School Lunch Program or similar proxy). EOS will treat all data as Confidential Information, as defined by Exhibit B of this Agreement, and in accordance with the requirements of Applicable Law. Except as otherwise agreed upon between the parties or instructed by EOS, all data shall be provided through the EOS Portal. EOS will provide instructions on the file types that are required (usually CSV format for data and JPG for photos). In addition to the data elements listed below, in performing the services and implementing the programs, EOS, or a third-party on its behalf, will administer surveys for students and staff. In order to undertake the study and services on behalf of the District, EOS will need access to the following data elements:

<b>Data Elements</b>	<b>Data Level</b>	<b>Example Data Elements Collected</b>	<b>Purpose of Data Use</b>
Demographics (Race, Gender, FRL, ELL)	Student	Student ID, first name, last name, school name, grade, gender, counselor email, counselor last name, Hispanic indicator, race, income indicator, GPA, other fields may be included as optional	EOS will use this information to identify the school-wide participation trends in AP and IB classes, and to achieve Collaboration Objectives.
Fall Course Enrollment	Student / Staff	School name, student ID, staff email, staff ID, staff first and last name, course ID, course name, course selection, course period, term	
Course Grades	Student	Student ID, school name, course ID, course name, course selection, term, sub-term, grade	
AP Exam Scores / IB Exam Scores	Student	Student ID, test name, test subject, test score, test year	
Course Request	Student	Student ID, school name, course ID, course name	
Student Photos	Student		
Staff File	Staff	First name, last name, email address, staff ID, position and department	
Graduation Status	Student		
GPA	Student		
SAT / Test Scores	Student	Student ID, test name, test subject, test score, test year	
National Student Clearinghouse	Student		

**COLLABORATION AGREEMENT**  
**Beaverton SD 48j and Equal Opportunity Schools**



**EXHIBIT D – Insurance**



**CERTIFICATE OF LIABILITY INSURANCE**

OF ID: SR

DATE (MM/DD/YYYY)  
 08/20/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Sprague Israel Giles 1501 Fourth Avenue, Suite 730 Seattle, WA 98101-3225 Matt Conroy		<b>CONTACT NAME:</b> PHONE (A/C No. Ext): FAX (A/C No.): ADDRESS: PRODUCER CUSTOMER ID #: <b>EQUAL-1</b>	
<b>INSURED</b> Equal Opportunity Schools 5601 Sixth Avenue S, Ste 258 Seattle, WA 98108		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Philadelphia Indemnity Inc. NAIC # 18058 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

MARKET	TYPE OF INSURANCE	CLASS CODE	POLICY NUMBER	POLICY EFF. DATE	POLICY EXPI. DATE	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROC <input type="checkbox"/> LOC		PHPK2107734	03/22/2020	03/22/2021	EACH OCCURRENCE 1 2,000,000 DAMAGES TO RENTED PREMISES - EA OCCURRENCE 1 100,000 MED EXP (Any one person) 1 5,000 PERSONAL & ADV INJURY 1 2,000,000 GENERAL AGGREGATE 1 2,000,000 PRODUCTS - COMP/OP AGG 1 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		PHPK2107734	03/22/2020	03/22/2021	COVERED SINGLE LIMIT - EA ACCIDENT 1 1,000,000 BODILY INJURY (Per person) 1 BODILY INJURY (Per accident) 1 PROPERTY DAMAGE (PER ACCIDENT) 1 1 1
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000		PHUB714514	03/22/2020	03/22/2021	EACH OCCURRENCE 1 3,000,000 AGGREGATE 1 3,000,000 1 1
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) IF YES, describe in brief: DESCRIPTION OF OPERATIONS below	Y/N N/A	PHPK2107734 WA STOP GAP	03/22/2020	03/22/2021	<input type="checkbox"/> STATUTORY <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT 1 1,000,000 E.L. DISEASE - EA EMPLOYER 1 1,000,000 E.L. DISEASE - POLICY LIMIT 1 1,000,000
A	SEXUAL ABUSE		PHPK2107734	03/22/2020	03/22/2021	Per Occ 1,000,000 Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Although ACORD 101, Additional Remarks Schedule, if more space is required):  
 \*\*\*EVIDENCE ONLY\*\*\*

<b>CERTIFICATE HOLDER</b>  CERTIFICATE HOLDER	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

**COLLABORATION AGREEMENT**  
**Beaverton SD 48j and Equal Opportunity Schools**



**EXHIBIT E – EOS W-9**

<b>Form W-9</b> (Rev. October 2016) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer                  Identification Number and Certification</b> ▶ Go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> for instructions and the latest information.	<b>Give Form to the                  requester. Do not                  send to the IRS.</b>
--	---	--

**1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.**  
**EQUAL OPPORTUNITY SCHOOLS**

**2 Business name/disregarded entity name, if different from above**

**3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.**

Individual sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ \_\_\_\_\_

**4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3).**

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts established outside the U.S.)

**5 Address (number, street, and apt. or suite no.) See instructions.**  
**5601 6th, S #258**

**6 City, state, and ZIP code**  
**SEATTLE, WA 98108**

**7 List account number(s) here (optional)**

**8 Requester's name and address (optional)**

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>								
<b>or</b>								
<b>Employer identification number</b>								
3	7	-	1	6	0	9	6	5

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶ _____	Date ▶ 8/4/2020
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1099-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

**Request for Taxpayer  
Identification Number and Certification**

1. Name (as shown on your income tax return). Name is required on this line; do not leave this line blank:

EQUAL OPPORTUNITY SCHOOLS

2. Business name/disregarded entity name, if different from above:

3. Check appropriate box for federal tax classification; check only one of the following six boxes:

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Other \_\_\_\_\_

4. Exemptions (codes apply only to certain entities, not individuals):

Exemption payee only (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

5. Address (number, street, and apt. or suite no.):

5601 6th. Ave. S Suite #258

6. City, State, and ZIP code:

SEATTLE, WA 98108

7. Tax Identification Number (TIN)

The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). For entities, it is your employer identification number (EIN).

Social Security Number -----

Employer Identification Number 37-1609659 -----

8. Independent Contractor Certification

I certify that I am an Independent Contractor as defined in [ORS 670.600](#).

Yes

No

9. Certification

Under penalty of perjury, I certify that:

- a. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- b. I am not subject to backup withholding because: (i) I am exempt from backup withholding, or (ii) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified me that I am no longer subject to backup withholding; and
- c. I am a U.S. citizen or other U.S. person who is legally allowed to work in the U.S.; and
- d. I am authorized to conduct business within the State of Oregon; and
- e. The FATCA codes(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Sign here: *Linda Madison*

Date: 11/20/2020

## Additional Information

CONTACT FOR CONTRACTS/PURCHASE ORDERS	REMIT PAYMENT TO
Sales contact person: Catherine Weisweaver	Accounts Receivable contact person: Linda Madison
Address (number, street, and apt. or suite no.): 5601 6th. Ave. S Suite #258	Address (number, street, and apt. or suite no.): 5601 6th. Ave. S Suite #258
City, state, and ZIP code: SEATTLE, WA 98108	City, state, and ZIP code: SEATTLE, WA 98108
Phone: (503)489-8177	Phone: 206.643.6023
Email (Contracts/Purchase Orders will be emailed): catherine@eoschools.org	Email: Linda.Madison@eoschools.org
Website URL:  www.eoschools.org	

## Certifications

Please indicate any certifications held:

- 8A
- Emerging Small Business
- Disadvantaged Business Enterprise
- Hub Zone
- Minority Owned
- Oregon COBID Certified
- Service-Disabled Veteran Owned
- Women Owned
- Other \_\_\_\_\_

Certifying Organization: \_\_\_\_\_